



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

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DAVID E. JANSSEN  
Chief Administrative Officer

July 25, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**APPROVAL OF NEGOTIATED REOPENER PROVISIONS  
TO THE MEMORANDUM OF UNDERSTANDING FOR  
BARGAINING UNIT 602 – SUPERVISORY FIRE FIGHTERS  
(3-VOTE)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve Amendment No. 1 to the Memorandum of Understanding (MOU) for the supervisory fire fighters employee representation Unit 602.
2. Approve related changes for non-represented Fire Fighters, as described herein.
3. Adopt the accompanying ordinance amending Title 5 and Title 6 of the Los Angeles County Code to implement the changes recommended herein.

**PURPOSE OF THE RECOMMENDED ACTION**

Negotiations under provisions for a contract re-opener for bargaining unit 602 have been completed. The accompanying amendment is the parties' joint recommendation to extend the term of the MOU, implement negotiated salary increases, salary structure modifications and the Fitness for Life Program.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action supports the County's Strategic Plan Goal of Workforce Excellence by correctly reflecting the terms of the MOU.

**FISCAL IMPACT**

The provisions of the amendment are within the parameters established by your Board. The County's pension actuary, Buck Consultants, has advised that the proposed salary

adjustments exceed LACERA's current assumptions regarding salary inflation. However, when taken in conjunction with salary adjustments granted to these and other County employees over the last three years, the proposed adjustments will have no negative impact on the funded status of the retirement system.

### **FACTS AND PROVISIONS**


Amendment No. 1 to the Unit 602 MOU extends the term to December 31, 2008. The amendment also provides a Fitness for Life Bonus of 3% (12 levels) on July 1, 2006; salary increases of 4% (16 levels) effective October 1, 2006; 3% (12 levels) effective August 1, 2007; and 3% (12 levels) effective August 1, 2008. Also, an additional step (5.5% - 22 levels) will be implemented for most of the safety classifications in the bargaining unit on April 1, 2007.

It is also recommended that non-represented fire fighter employees on standardized salary schedules in the Fire Department receive salary increases of 4% (16 levels) effective October 1, 2006; 3% (12 levels) effective August 1, 2007; 3% (12 levels) effective August 1, 2008; and an additional step (5.5% - 22 levels) effective April 1, 2007. Equivalent adjustments on the same dates are also recommended for non-represented fire fighter employees in the Fire Department who are participants in the Management Appraisal and Performance Plan (MAPP) and who have received at least a "Competent" performance rating. Eligibility for the 3% (12 levels) Fitness for Life Program bonus effective July 1, 2006 and 3% (12 levels) July 1, 2007 is included for non-represented safety employees on standard salary schedules as well as participants in the Management Appraisal and Performance Plan (MAPP).

### **CONCLUSION**

The accompanying amendment has been approved as to form by County Counsel.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:JA  
AM:rld

Attachments

c: Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller

AMENDMENT NO. 1  
MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
SUPERVISORY FIRE FIGHTERS  
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING, made and entered into this 25<sup>th</sup> day of July, 2006,

BY AND BETWEEN

Authorized Management Representatives  
(hereinafter referred to as "Management") of the  
County of Los Angeles (hereinafter referred to as  
"County"), and the County Forester and Fire  
Warden

AND

LOS ANGELES COUNTY FIRE FIGHTERS,  
LOCAL 1014, IAFF, AFL-CIO

WHEREAS, on the 17<sup>th</sup> day of May, 2005, the parties entered into a Memorandum of Understanding regarding the Fire Fighters Employee Representation Unit 602, which Memorandum of Understanding (MOU) was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the MOU as set forth hereafter:

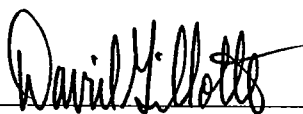
NOW, THEREFORE, the parties agree as follows:

1. Amend Article 4 – Mutual Cooperation; to reflect modification of the Wellness/Fitness Program initiative language and move it to the new Appendix A.
2. Amend Article 6 – Term; to reflect an extension of the term of the MOU as appended hereto.
3. Amend Article 8 – Renegotiation; to reflect revisions necessary to correspond with an extension of the term of the MOU as appended hereto.
4. Amend Article 9 – Salaries; to reflect negotiated salary increases, a new bonus, salary structure changes and elimination of accelerated steps effective 7/1/06 for all newly hired/promoted Deputy Foresters as appended hereto.
5. Amend Article 11 – Uniforms; to provide a uniform allowance consistent with an extended contract term as appended hereto.
6. Add Appendix A – Wellness/Fitness For Life Program; to reflect implementation of the Program as amended hereto.

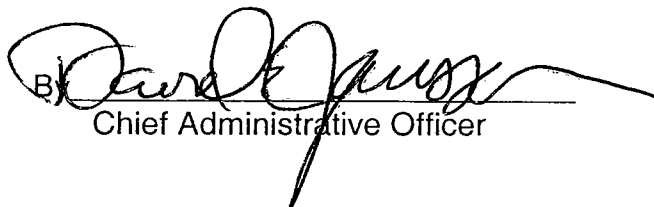
7. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 5, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

LOS ANGELES COUNTY  
FIRE FIGHTERS  
LOCAL 1014

By   
\_\_\_\_\_  
President, Fire Fighters  
Local 1014

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
\_\_\_\_\_  
Chief Administrative Officer

By \_\_\_\_\_  
Forester & Fire Warden and  
Fire Chief, Fire Protection Districts

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ARTICLE 4        MUTUAL COOPERATION

The parties recognize the necessity of cooperating on matters of mutual concern and interest and agree to work together to maximize the effectiveness of the Fire Department and the County and to accomplish legislative and funding goals in their mutual interest.

ARTICLE 6      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 5, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2008.



ARTICLE 8            RENEGOTIATIONSection 1.            Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2008, through August 1, 2008, its written request to commence negotiations as well as its full and entire written proposal for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposal, negotiations shall begin thirty (30) days after such receipt or September 1, 2008, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2008, unless the parties mutually agree to continue negotiations.

## ARTICLE 9            SALARIES

### Section 1.            Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were jointly determined independently of race, gender, age or national origin.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0331	DEPUTY FORESTER	CURRENT	NX	90B	4820.00	6673.64
		10/01/2006	NX	91G	5014.18	6942.55
		04/01/2007	NR	91G	5014.18	7329.55
		08/01/2007	NR	92H	5165.09	7549.82
		08/01/2008	NR	93J	5320.00	7776.73
0205	FIRE CAPTAIN(56 HOURS)	CURRENT	N3	98G	6756.82	7531.27
		10/01/2006	N3	100A	7028.00	7834.00
		04/01/2007	N3W	100A	7028.00	8270.00
		08/01/2007	N3W	101B	7239.09	8518.27
		08/01/2008	N3W	102C	7457.09	8774.64
0213	SENIOR PILOT, FIRE SERVICES	CURRENT		104B	7045.55	8752.82
		10/01/2006		105G	7329.55	9105.73
		04/01/2007	NW	105G	7329.55	9612.82
		08/01/2007	NW	106H	7549.82	9901.55
		08/01/2008	NW	107J	7776.73	10199.00
2434	SUPERVISING FIRE DISPATCHER	CURRENT		81D	3797.82	4714.18
		10/01/2006		82J	3948.36	4904.00
		08/01/2007		83K	4066.18	5051.27
		08/01/2008		84L	4187.82	5203.27
0236	SUPVG FIRE FIGHTING CONST EQP OPER	CURRENT		98G	6062.45	7531.27
		10/01/2006		100A	6306.00	7834.00
		04/01/2007	NW	100A	6306.00	8270.00
		08/01/2007	NW	101B	6495.18	8518.27
		08/01/2008	NW	102C	6690.27	8774.64

3777 SUPVG FIRE PREVENTION ENGRG ASST	CURRENT	91E	4989.45	6198.45
	10/01/2006	92K	5190.55	6447.55
	08/01/2007	93L	5346.00	6640.82
	08/01/2008	95A	5506.00	6840.00
4403 SUPVG HAZARDOUS MATERIALS SPEC	CURRENT	NW 96F	5727.91	7512.73
	10/01/2006	NW 97L	5958.45	7814.91
	08/01/2007	NW 99A	6137.00	8049.00
	08/01/2008	NW 100B	6321.73	8290.64

Section 4.            Accelerated Steps

b. Effective July 1, 2006, newly hired/promoted employees in the classification of Deputy Forester shall receive annual step advances as provided for in Section 2 of this Article.

Section 13.            Wellness/Fitness For Life Bonus

Effective 7/1/06, all permanent safety employees in the bargaining unit shall receive a bonus of twelve (12) standard salary levels.

Effective 7/1/07, continuation of the bonus is contingent upon successful completion of the annual Wellness/Fitness for Life Program as provided for in Appendix A. The bonus will remain in effect through the term of the contract (12/31/08). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

ARTICLE 11      UNIFORMS

Safety employees covered by this agreement and employed on November 1, 2008, shall be entitled to a lump sum payment of one thousand dollars (\$1,000) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

APPENDIX A  
WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, wellness, and aerobic capacity for Life!

The goal of this comprehensive Wellness/Fitness for Life Program is to improve the quality of life of all safety personnel. The Program seeks to demonstrate the value of investing wellness resources over time to maintain fit, healthy, and capable fire safety personnel throughout their careers. An effective program should realize significant cost savings in lost work time, workers' compensation, and disability. In addition, through data collection analysis, the County will measure the effectiveness of the Program.

Requirements to qualify for bonus.

- Take Full Medical Exam Each Year.
- Complete Wellness/Fitness Continuing Education: 12-hours/year.
- Meet Target Numbers by Year 3 of the Program.
  - Note: During year one and two, participation in medical exam and CE mandatory to achieve bonus. Year three successful participants must complete medical exam, CE, and meet targets for strength and Max VO2 to retain bonus. Effective 7/1/07, continuation of the bonus is contingent upon successful completion of the annual Wellness/Fitness for Life Program as provided for above. The bonus will remain in effect through the term of the contract (12/31/08). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

#### Annual Medical Exam (off duty)

- Stress EKG Treadmill/Aerobic Measurement
- Blood, Lab Work, Chest X-ray.
- Strength and Flexibility Management.

#### Wellness/Fitness Continuing Education

- Twelve (12) hours of on-line education per year.
- Interactive with dietary tips and tasks after each chapter.
- Curriculum developed by experts on nutrition, diet, and fitness with change each year.

#### Max VO2:

- Target: All participants achieve Max VO2 of 40 by year three or lose bonus.
- Once Max VO2 of 40 is reached, must be maintained each year.

#### Strength Testing:

- Push-Ups: (Target)—24 within 60 seconds
- Crunches: (Target)—35 within 60 seconds

Ongoing evaluation of this program will be conducted by CAO/Risk Management/OHP, and will track in the aggregate, participation levels, physiological and biochemical parameters as set forth in an operational letter of agreement dated January 1, 2007. Nothing in the operational agreement will impact the Wellness/Fitness for Life bonus set forth in Article 9, Section 13.